

Execution Sale Term Sheet

1. Buyer will provide commercially reasonable evidence satisfactory to SIC and RUS that it is capable of sustaining service to all occupants of the Hawaiian Home Lands currently serviced by SIC.
2. SIC will transfer all assets that are the subject of RUS's writ of execution to Buyer. Buyer will assume all of SIC's rights and obligations Department of Hawaiian Home Lands License No. 372. SIC will make land rights not transferrable to Buyer under the Hawaiian Homes Commission Act, if any, available to Buyer on reasonable terms.
3. SIC will cooperate fully in assuring a smooth transition to the Buyer, with no interruption in service.
4. SIC will provide reasonable due diligence information requested by prospective purchasers, who sign a nondisclosure agreement. SIC will provide to RUS a copy of the information requested by, and provided to, prospective purchasers. RUS shall sign a nondisclosure agreement.
5. All hardware currently owned by any SIC affiliate that is used in providing telecommunication service to the Hawaiian Home Lands will be available to the Buyer on reasonable terms. To the extent any prospective buyer requests information about what assets owned by SIC affiliates are used in providing service to SIC customers on Hawaiian Home Lands, SIC will provide it pursuant to the terms of the immediately preceding paragraph.
6. Buyer will provide to Clearcom Inc., Waimana Enterprises Inc., and Pa Makani LLC access to Buyer's telecommunications network on reasonable terms
7. Before closing, the Buyer may apply for, and RUS shall not object or oppose the application, for universal service support.
8. The Honorable Kevin S. C. Chang shall continue to be involved in the effort to implement these terms.

EXHIBIT 1